

ADEPTIA LICENSE AGREEMENT

This **SOFTWARE LICENSE AGREEMENT** (“Agreement”) dated _____, 20____, by and between ADEPTIA, INC., a Delaware corporation with its an Illinois office located at, 443 North Clark Street, Suite 350, Chicago, IL 60654 (“ADEPTIA”) and _____ (“Licensee”) (collectively, “Parties”).

Subject to and in consideration of the mutual promises conditions and covenants contained herein, the sufficiency of which are acknowledged by both Parties, said Parties agree as follows:

1. General.

Subject to the terms and conditions of this Agreement, Licensee desires to acquire from ADEPTIA, and ADEPTIA desires to grant to Licensee, a license to use ADEPTIA products (including all updates, modifications, corrections, enhancements or replacements thereto that are generally made available by ADEPTIA to other customers) listed on the attached Exhibit A (the “ADEPTIA Products”).

2. Grant of License.

(a) ADEPTIA hereby grants to Licensee, during the term of this Agreement (“License Term”), a limited, royalty-free, non-exclusive, non-transferable and non-sub licensable license (“License”) to use ADEPTIA Products as set forth in Exhibit A. The License granted herein shall continue unless and until terminated in accordance with the provisions of this Agreement.

(b) The License granted herein is limited to object code and related documentation pertaining to ADEPTIA Products “Documentation” only. This Agreement grants no rights to use, copy, modify, distribute, license or create derivative works of the source code of any ADEPTIA Products or to disassemble, decompile, reverse engineer, or otherwise derive the source code of any ADEPTIA Products in any manner.

(c) Licensee may install ADEPTIA Products solely at the Designated Site specified on Exhibit A. Licensee acknowledges and agrees that it is Licensee’s responsibility to monitor its use of ADEPTIA Products and to identify if licenses for additional instances, servers and/or additional users must be purchased from ADEPTIA.

(d) This Agreement does not contemplate the sale of ADEPTIA Products nor is it a transfer of any intellectual property or other proprietary rights in ADEPTIA Products. Except for the License rights expressly granted herein, Licensee agrees that it does not acquire any right, title or interest in or to ADEPTIA Products. Licensee further acknowledges and agrees that ADEPTIA shall at all times retain its ownership rights in ADEPTIA Products and all subsequent copies and modifications of ADEPTIA Products, regardless of the form of media in or on which the original and other copies may subsequently exist.

(e) Licensee acknowledges that ADEPTIA reserves the right, at any time and upon reasonable prior written notice, to monitor compliance with the terms of this Agreement and to otherwise protect its rights in and to ADEPTIA Products by incorporating license management technology into ADEPTIA Products, and monitoring usage, including, without limitation, time, date, access or other controls, counters, serial numbers and/or other security devices.

(f) ADEPTIA reserves the right, with reasonable notice and no more than one (1) time per twelve (12) month period, to audit Licensee's use of ADEPTIA Products to verify compliance with the terms of this Agreement. Such audit shall be at ADEPTIA's expense unless noncompliance by Licensee is found by the auditor, in which case Licensee shall reimburse ADEPTIA for the reasonable costs of the audit.

(g) Licensee acknowledges that all title and copyrights in and to ADEPTIA Products (including but not limited to any images, photographs, animations, video, audio, music, text, "applets," and "plug-ins," incorporated into ADEPTIA Products), the accompanying printed materials, and any copies of ADEPTIA Products are owned by ADEPTIA and its suppliers.

3. Licensee's Obligations.

(a) Except as expressly permitted by this Agreement, Licensee may not:

- (i) reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license or commercially exploit ADEPTIA Products or any part thereof;
- (ii) reverse engineer, decompile, disassemble, translate or create any derivative work from ADEPTIA Products, or any part thereof;
- (ii) obscure, erase, remove, or alter any proprietary or intellectual property notice including any trademarks, trade names, logos, patent or copyright markings contained in or on ADEPTIA Products, or any part thereof, or any information displayed, transmitted or printed from ADEPTIA Products;
- (iv) use or permit use of ADEPTIA Products for timesharing or on a service bureau basis or otherwise for or in support of, directly or indirectly, any person or entity other than Licensee's employees and contractors performing work for Licensee who are bound to treat ADEPTIA Products as Confidential Information; or,
- (v) relocate ADEPTIA Products or any part thereof from the Designated Site.

(b) The foregoing shall not restrict Licensee from distributing, marketing or otherwise using output data and/or results generated or derived from Licensee's use of the ADEPTIA Products for Licensee's business purposes, including but not limited to, the generation of its own products and services.

(c) Licensee may make a reasonable number of copies (not to exceed two (2) copies at any time) of ADEPTIA Products for back-up and archival purposes. All proprietary rights legends, trademarks, trade names, copyright legends and other identifications must also be copied when copying ADEPTIA Products. Licensee shall keep a log of the number and location of all back-up or archival copies and shall make such log available to ADEPTIA for review with five (5) days' prior written notice by ADEPTIA.

(d) Licensee hereby assigns and transfers to ADEPTIA all of Licensee's right, title and interest in and to any modifications or derivative works of ADEPTIA Products created by or for Licensee, such assignment being effective upon creation of such works, and shall include, without limitation, all rights under any intellectual property laws, including the law of copyright.

(e) Licensee shall comply with all applicable export, import, or other relevant laws of any applicable jurisdiction with respect to the use of the ADEPTIA Products. Determination of the applicable law and obtaining any necessary export or import approval for ADEPTIA Products is the sole responsibility of each party. Each party agrees to reasonably comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities with respect to the use and provision of the ADEPTIA Products. Licensee shall not export or re-export ADEPTIA Products or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals.

4. Technical Support Services.

(a) Licensee may elect to purchase Technical Support Services ("Technical Support") during the License Term as set forth in Exhibit B. If applicable, Licensee may elect to purchase additional Technical Support in twelve (12) month terms at ADEPTIA's then-current rates.

(b) If Licensee declines (or terminates) Technical Support, and subsequently elects to renew or subscribe to Technical Support services, after a lapse in renewal or a termination, ("Lapse Period"), then Licensee shall be liable to Adeptia for all applicable Technical Support fees that would have accrued during the Lapse Period.

(c) Technical Support shall consist of:

- (i) email and/or telephone assistance with the use of ADEPTIA Products during ADEPTIA's normal business hours; and,
- (ii) the provision by ADEPTIA of updates, enhancements, new releases, modifications and/or corrective programming to ADEPTIA Products such is generally provided to other licensees of ADEPTIA Products who are currently paying support fees.

(d) Technical Support Terms of Use are set forth in Exhibit B.

5. Licensing Fees.

(a) Independent of any other fees set forth herein, Licensee agrees to pay ADEPTIA the fees, and set forth in Exhibit A for the License granted hereunder and the support services to be performed by ADEPTIA. Nothing in this Agreement shall limit Licensee's eligibility to purchase additional licenses for by submitting a valid purchase order and executing a mutually-agreed addendum hereto. The cost of additional licenses shall be the list prices at the time the order is placed. Any fees paid to ADEPTIA are non-refundable.

(b) Licensee shall pay all taxes, duties and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under this Agreement, including interest and penalties thereon (exclusive of taxes on ADEPTIA's net income), irrespective of whether included in any invoice sent to Licensee at any time by ADEPTIA. Licensee shall provide copies of any and all exemption certificates to ADEPTIA if Licensee is entitled to any exemption.

(c) All fees are due and payable net thirty (30) days from receipt of invoice, unless otherwise specified herein. All past due payments will accrue interest at the highest rate permitted by law, per month on the unpaid balance from the due date until paid in full. Licensee shall reimburse ADEPTIA for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts. Unless otherwise specified herein, all obligations with respect to the amounts due to ADEPTIA shall survive any expiration or termination of this Agreement. Moreover, fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed to Licensee for any reason.

(d) Licensee shall keep and maintain full, true and accurate records containing all data reasonably required for verification of amounts to be paid under this Agreement. ADEPTIA may perform an audit of such records and of Licensee's use of ADEPTIA Products and the payment of fees under this Agreement. Any such audit shall be made upon reasonable notice and conducted during regular business hours at Licensee's facilities. If the audit reveals that Licensee has underpaid fees to ADEPTIA, such underpayment, interest thereon and the reasonable costs of the audit shall be paid by Licensee to ADEPTIA immediately.

6. Open Source And Third-Party Components.

(a) ADEPTIA Products utilize a number of open source and third-party components and they comprise the overall technology solution provided by ADEPTIA. These open source components, listed below, are generally available under various open source licenses and they do not in any way constrain ADEPTIA from developing, selling and delivering its technology products to the market. Licensee has no additional obligation and responsibility, beyond the terms of this Agreement, due to the utilization of these open source components in the ADEPTIA Products.

(b) The open source and third-party components utilized in ADEPTIA's Products are:

<u>Component Name</u>	<u>Provided by</u>
Java Libraries, JVM, JRE	Sun Microsystems
Jetty, Jelly, Log4J, VFS, Xalan, Xerces, Castor, AXIS, Slide	Apache - http://apache.org/licenses/LICENSE-2.0
Jasper, JFree Chart, JXL	SourceForge - LGPL license http://www.gnu.org/licenses/lgpl.html

7. Cloud Hosting Services.

(a) Licensee may elect to purchase Cloud Hosting Services (“Cloud Hosting”) during the License Term. If applicable, Licensee may elect to purchase additional Cloud Hosting in twelve (12) month terms at ADEPTIA’s then-current rates.

(b) Cloud Hosting shall consist of:

- (i) Application Hosting in the Cloud – this is the hosting, monitoring and maintenance of the technology environment that houses the servers used to run the ADEPTIA application instances deployed for Licensee. This environment will be in an AMAZON ELASTIC COMPUTE CLOUD (EC2) data center.
- (ii) Application Support – technical support via phone and email to respond to any critical and non-critical issues as they may be encountered.

(c) Cloud Hosting Terms of Use are set forth in Exhibit C.

8. Consulting and Support Services.

(a) Services. ADEPTIA shall provide the services (“Services”) to Licensee as set forth in statements of work substantially in the form of the attached Exhibit D (“Work Statement”). If ADEPTIA or Licensee desires to change, modify or supplement the Services to be performed under a particular Work Statement, the requesting party shall request such changes, modifications or supplemental actions pursuant to a change order attached to Exhibit D and labeled a change order (“Change Order”). The terms and conditions of this Agreement shall apply to each Work Statement and Change Order. Unless otherwise specified in the Work Statement or Change Order, if there is a conflict between this Agreement and a Work Statement or Change Order, the terms and conditions of this Agreement shall control.

(b) Payment. ADEPTIA will bill Licensee on the last day of each calendar month. Payment is expected upon receipt of invoice. Payments not made within 30 days will be deemed late payments. Late payments shall be subject to applicable penalties and interest charges, at the

highest rate allowed by law, and shall entitle ADEPTIA to pursue all available legal or equitable claims against Licensee, as well as to recover all collection and litigation costs and legal/attorneys fees incurred in pursuing such claims. ADEPTIA agrees to use its reasonable best efforts to ensure that ADEPTIA personnel maintain accurate time records for time spent on delivering Services under this Agreement. The Licensee shall pay all fees, charges, taxes, duties and similar items levied by any governmental authority (other than taxes on income generally) in connection with the performance of the Services and this Agreement. The Parties shall negotiate the payment of any disputed amount in good faith.

(c) Expenses. ADEPTIA will charge Licensee for any/all expenses incurred by ADEPTIA related to performance of the Services including, without limitation, travel, lodging, and meals.

(d) Licensee Requirements. As a prerequisite to ADEPTIA's delivery of Services, the Licensee shall:

- (i) ensure that all assumptions stated in this Agreement are accurate;
- (ii) provide ADEPTIA with reliable, accurate and complete information as required by this Agreement;
- (iii) make timely decisions and obtain all such approvals, licenses and consents required for the consummation of the transactions contemplated by this Agreement;
- (iv) furnish ADEPTIA personnel with a suitable office environment and adequate resources and supplies, as needed; and,
- (v) cause all levels of Customer's personnel to cooperate fully and timely with ADEPTIA.

(e) ADEPTIA shall be entitled to rely on all Licensee decisions and approvals made independently of this Agreement or prior to its execution by the Parties. Nothing in this Agreement shall require ADEPTIA to evaluate advice on, modify, confirm, or reject such decisions and approvals, except as expressly stated in this Agreement.

(f) Communication. ADEPTIA will provide the Licensee with weekly status reports on open/ongoing Work Statements. Generally, the subject matter of such reports may include:

- (i) Work Statement or project name
- (ii) Identity of preparer
- (iii) Applicable Reporting Period
- (iv) Overall status – provide executive overview
- (v) Accomplishments/milestones since last report
- (vi) Next steps
- (vii) Critical path issues/resolutions
- (viii) Risks
- (ix) Changes in scope
- (x) Other relevant information

(g) Exclusivity. During the term of this Agreement, Licensee shall not directly or indirectly solicit or utilize the services of any other vendor, consultant or contractor for services similar to the Services to be provided by ADEPTIA.

(h) Deliverables. Except with regard to Licensed Property (as defined in 6(i) below), and upon Licensee's payment of all fees owed to ADEPTIA, ADEPTIA agrees that all deliverables, if any, described in this Agreement ("Deliverables") that are created for Licensee by ADEPTIA and provided to Licensee pursuant to this Agreement, shall be the property of Licensee. To the extent such Deliverables comprise or contain subject matter protectable under applicable intellectual property laws, including patent, trademark, copyright and trade secret laws ("Protectable Subject Matter"), and such Protectable Subject Matter is originally created by ADEPTIA solely based on the specifications furnished to ADEPTIA by Licensee pursuant to this Agreement, upon Licensee's payment of all fees owed to ADEPTIA, ADEPTIA:

- (i) agrees that such Protectable Subject Matter shall be the sole property of Licensee;
- (ii) hereby assigns to Licensee all right, title and interest to all intellectual property rights for such Protectable Subject Matter;
- (iii) agrees that such Protectable Subject Matter shall be considered a "work made for hire" and Licensee shall be deemed the author thereof; and,
- (iv) to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint ADEPTIA has in such Protectable Subject Matter, ADEPTIA hereby waives those rights as to Licensee.

(i) To the extent the Deliverables comprise or contain Protectable Subject Matter:

- (i) created by ADEPTIA prior to the date of this Agreement;
- (ii) created by ADEPTIA during the term of this Agreement but not based solely on the specifications furnished to ADEPTIA by Licensee pursuant to this Agreement; or,
- (iii) owned by third parties (individually and collectively, "Licensed Property"),

such Licensed Property is excluded from the assignment provisions of paragraph (a), above. However, upon Licensee's payment of all fees owed to ADEPTIA, Licensee shall have, and ADEPTIA hereby grants to Licensee, a non-exclusive, worldwide, irrevocable, perpetual, fully-paid up, sub licensable and transferable right and license to use such Licensed Property, but only as incorporated in the Deliverables. ADEPTIA warrants that it possesses sufficient rights to license the Licensed Property as provided herein. Licensed Property is the confidential information of ADEPTIA, regardless of whether or not it is identified as "confidential."

(j) Except as expressly stated above, all right, title and interest in and to all products, services and materials provided to Licensee by ADEPTIA under this Agreement shall be and remain the property of ADEPTIA exclusively. Licensee shall have no right, title or interest in or to any products, services or materials except as expressly stated in this Agreement.

(k) Ingress and Egress. Licensee shall secure for ADEPTIA rights of ingress and egress to any location at which the Services are to be performed. Licensee shall advise ADEPTIA of any limitations or restrictions to ingress or egress, and ADEPTIA, its employees, agents, or subcontractors shall abide by such limitations and restrictions. Should ADEPTIA be denied

access to any such location for any reason not within its reasonable control, Licensee shall compensate ADEPTIA for time lost by such denial, in accordance with its normal rate schedule.

9. Confidential Information.

If ADEPTIA or Licensee supplies proprietary or confidential information to the other Party in connection with this Agreement that is identified as confidential or that the other Party should know is confidential, the other party agrees to:

- (i) protect the confidential information in a reasonable manner;
- (ii) use confidential information only to perform its obligations under this Agreement; and,
- (iii) reproduce confidential information only as required to perform its obligations under this Agreement.

This Section shall not apply to information that is publicly known; disclosed to a third party without restriction; or disclosed pursuant to legal requirement or order. Subject to the foregoing, ADEPTIA may disclose the Licensee's confidential information to its subcontractors and affiliates.

10. BACKUP AND LOSS OF DATA.

LICENSEE IS SOLELY RESPONSIBLE FOR THE INTEGRITY OF ITS DATA AND FOR ASSURING THAT ITS DATA IS ADEQUATELY BACKED UP AND PROTECTED.

11. REPRESENTATIONS AND WARRANTIES.

BY ADEPTIA:

(a) ADEPTIA WARRANTS THAT THE SERVICES SHALL BE PERFORMED WITH REASONABLE CARE IN A DILIGENT AND COMPETENT MANNER. ADEPTIA'S SOLE OBLIGATION SHALL BE TO CORRECT ANY NON-CONFORMANCE WITH THIS WARRANTY, AND ONLY IF CUSTOMER GIVES ADEPTIA WRITTEN NOTICE WITHIN 30 DAYS AFTER THE SERVICES ARE PERFORMED.

(b) ADEPTIA REPRESENTS AND WARRANTS TO LICENSEE THAT: (I) THE ADEPTIA PRODUCTS DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY AND DO NOT VIOLATE ANY APPLICABLE LAWS; AND (II) FOR A PERIOD OF SIXTY (60) DAYS AFTER DELIVERY OF ADEPTIA PRODUCTS TO LICENSEE, ADEPTIA PRODUCTS WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION. IN THE EVENT OF A FAILURE OF THIS 60 DAY WARRANTY, LICENSEE'S EXCLUSIVE REMEDY SHALL BE TO REPORT THE ERROR OR DEFICIENCY DURING THE WARRANTY PERIOD, AND ADEPTIA WILL EITHER PROVIDE A NEW COPY OF THE DEFECTIVE SOFTWARE OR CORRECT THE ERROR OR DEFICIENCY WITH

REASONABLE COMMERCIAL EFFORTS AND DILIGENCE SO AS TO MAKE ADEPTIA PRODUCTS COMPLY WITH THE DOCUMENTATION.

(c) THE ABOVE IS ADEPTIA'S ONLY REPRESENTATION AND WARRANTY TO LICENSEE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EACH OF WHICH ADEPTIA HEREBY EXPRESSLY DISCLAIMS.

BY LICENSEE:

(a) LICENSEE REPRESENTS AND WARRANTS TO ADEPTIA THAT: (I) LICENSEE SHALL BE SOLELY RESPONSIBLE FOR ALL USE OF ADEPTIA PRODUCTS BY LICENSEE; (II) LICENSEE HAS THE FULL AUTHORITY AND RIGHT TO ENTER INTO THIS AGREEMENT; AND, (III) LICENSEE AGREES TO TAKE ALL REASONABLE STEPS TO PROTECT ADEPTIA PRODUCTS FROM UNAUTHORIZED USE, ILLEGAL REPRODUCTION, OR ILLICIT DISTRIBUTION.

12. Termination.

Subject to this subsection, and without prejudice to any other right or remedy available to the terminating party under law or by virtue of the provisions of this Agreement, and except as stated in the following sentence, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. ADEPTIA may terminate this Agreement immediately upon notice to Licensee if Licensee fails to make a payment when due under this Agreement. Licensee shall pay ADEPTIA for all Services performed by ADEPTIA up to and including the date of termination.

13. Insurance.

(a) At all times during the term of this Agreement, ADEPTIA shall, at its own expense, maintain with an insurance company(ies) authorized to do business in the state where the work is to be performed, or through a funded or state-approved self-insurance program, insurance of the following kinds and in the following forms:

- (i) Worker's Compensation and Employer's Liability Insurance with limits meeting the minimum requirements of applicable state and federal law. All personnel employed by third parties performing services on behalf of Licensee shall be covered by such workers compensation insurance.
- (ii) Comprehensive General Liability Insurance, including contractual liability, with minimum limits of liability for injury, death, or property damage of \$1,000,000 combined single limit per occurrence.

(iii) Automobile Liability Insurance covering owned, hired, and non-owned vehicles used by ADEPTIA, with minimum limits of liability for injury, death, or property damage of 1,000,000 combined single limit per occurrence.

(iv) Professional Liability Insurance covering professional services rendered by ADEPTIA with minimum limits of liability of \$1,000,000.

(b) The above-referenced insurance shall be maintained by ADEPTIA during the term of this Agreement, and shall not be cancelled altered or amended by ADEPTIA without thirty (30) days advance written notice to Licensee. ADEPTIA agrees to have its insurance carrier furnish Licensee certificates evidencing insurance coverage as described above.

14. Force Majeure.

(a) Definition. For purposes of this Agreement, the term “Force Majeure Event” means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:

(i) The act or event materially and adversely affects a party’s (the “Nonperforming Party”) ability to perform, in whole or in part, its obligations under this Agreement or satisfying any conditions to the obligations of the other party (the “Performing Party”) under this Agreement;

(ii) The act or event is beyond the reasonable control of the Nonperforming Party through no fault of its own; and,

(iii) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

Despite the preceding definition, a “Force Majeure Event” excludes economic hardship, changes in market conditions and insufficiency of funds. If there is an act or event that constitutes a Force Majeure Event under a contract between ADEPTIA and any subcontractor or third party contractor, as the case may be and such Force Majeure Event impacts ADEPTIA’s ability to perform its duties under this Agreement, then that act or event shall be deemed a Force Majeure Event under this Agreement.

(b) Suspension of Performance. If a Force Majeure Event occurs, the Nonperforming Party is excused from whatever performance is prevented by the Force Majeure Event to the extent prevented, and satisfying whatever conditions precedent to the Performing Party’s obligations cannot be satisfied, to the extent they cannot be satisfied. Despite the preceding sentence, a Force Majeure Event does not excuse any obligation by either the Performing Party or the Nonperforming Party to make any payment required under this Agreement.

(c) Resumption of Performance. When the Nonperforming Party is able to resume performance of its obligations under this Agreement, or satisfy the conditions precedent to the Performing Party’s obligations, it shall immediately give the Performing Party written notice to that effect and shall resume performance under this Agreement no later than two working days after the notice is delivered.

(d) Existing Liabilities. No liability of either party for an event that arose before the occurrence of a Force Majeure Event is excused as a result of the occurrence.

15. LIMITATION OF LIABILITY; EXCLUSION OF NON-DIRECT DAMAGES.

(a) EXCEPT AS STATED IN THE FOLLOWING SENTENCE, ADEPTIA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WILL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT ADEPTIA HAS ACTUALLY RECEIVED FROM LICENSEE UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS STATED IN THE PRECEDING SENTENCE DO NOT APPLY TO ADEPTIA'S GROSS NEGLIGENCE OR MALICIOUS MISCONDUCT.

(b) IN NO EVENT SHALL ADEPTIA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST OR ANTICIPATED REVENUE, PROFITS OR LOSS OR USE OF DATA OR INFORMATION OF ANY KIND) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, EQUITY, TORT (INCLUDING ANY FORM OF NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND WHETHER OR NOT ADEPTIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THESE LIMITATIONS SHALL APPLY DESPITE ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, THEN ADEPTIA'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT POSSIBLE.

(c) ADEPTIA WILL NOT BE RESPONSIBLE FOR ANY DELAYS OR UNFORESEEN CIRCUMSTANCES THAT ARE NOT IN ITS CONTROL (E.G., ACTION OR INACTION BY LICENSEE THAT AFFECTS ADEPTIA'S EFFORT), INCLUDING WITHOUT LIMITATION, DELAYS DUE TO RECEIPT OF DATA OR CONTENT FROM OR ON BEHALF OF LICENSEE; DELAYS IN DECISIONS RELATED TO ADEPTIA'S EFFORTS; PROBLEMS WITH SOFTWARE; DELAYS DUE TO CHANGES TO LICENSEE'S SYSTEMS, NETWORK ENVIRONMENT, PLATFORMS, OR OPERATIONS. IF SUCH ISSUES ARE DISCOVERED DURING THE COURSE OF PERFORMING THE SERVICES, ADEPTIA WILL BRING THEM TO LICENSEE'S ATTENTION AND, WHERE POSSIBLE, WILL RECOMMEND AND ASSIST CUSTOMER WITH RESOLVING IMPACT TO THE DELIVERY OF THE SERVICES THAT IS CAUSED BY SUCH ISSUES. THESE ADDITIONAL SERVICES WILL BE CONSIDERED OUTSIDE THE SCOPE OF THE SERVICES AND ALL COSTS WILL BE SUBJECT TO LICENSEE'S APPROVAL BEFORE ANY WORK COMMENCES.

16. Indemnification.

(a) Licensee. Licensee shall indemnify ADEPTIA and ADEPTIA's shareholders, directors, officers, employees, agents, successors and assigns (each, an "ADEPTIA Indemnitee") from and

against all claims of third parties, and shall pay all damages, losses, liabilities, costs and expenses, including attorneys' fees, incurred by each ADEPTIA Indemnitee with respect to such third party claims, arising out of or relating to:

- (i) the negligent or willful acts or omissions of Licensee or Licensee's employees, agents or representatives; or,

- (ii) any use, misuse or modification by Licensee or Licensee's employees, agents or representatives of the Deliverables, the Services, or both, after delivery by ADEPTIA.

(b) ADEPTIA. ADEPTIA shall indemnify Licensee and its shareholders, directors, officers, employees, agents, successors and assigns (each, a "Licensee Indemnitee") from and against all claims of third parties, and shall pay all damages, losses, liabilities, costs and expenses, including attorneys' fees, incurred by each Licensee Indemnitee with respect to such third party claims, arising out of or relating to:

- (i) the negligent or willful acts or omissions of ADEPTIA or ADEPTIA's employees, agents or representatives; or,

- (ii) any use, misuse or modification by ADEPTIA or its employees, agents or representatives of the Deliverables, the Services, or both, after receipt by ADEPTIA.

(c) Procedures for Indemnification.

- (i) If any claim or other matter (each, a "Claim") concerning this Section is threatened or commenced against an Indemnitee (each, an "Indemnitee"), then in each such case, Indemnitee shall deliver prompt written notice thereof to the other Party ("Indemnitor"). After receipt of such notice, if Indemnitor acknowledges, in writing, to Indemnitee that the right of indemnification under this Agreement applies with respect to such Claim, then Indemnitor shall be entitled, if it so elects in a written notice delivered to Indemnitee not fewer than 20 calendar days prior to the date on which a response to such Claim is due, to take control of the defense and investigation of such Claim and to employ and engage attorneys of its sole choice to handle and defend same, at Indemnitor's expense.

- (ii) Indemnitee shall cooperate in all reasonable respects with Indemnitor and its attorneys in the investigation, trial, and defense of such Claim and any appeal arising from it; except that, Indemnitee may, at its own expense, participate, through its attorneys or otherwise, in such investigation, trial, and defense of such Claim and any appeal arising from it. No settlement of a Claim that involves a remedy other than the payment of money by Indemnitor shall be entered into without the consent of Indemnitee, which consent shall not be unreasonably withheld or delayed.

- (iii) After notice by Indemnitor of its election to assume full control of the defense of any such Claim, Indemnitee shall not be liable to Indemnitor for any legal expenses incurred thereafter by Indemnitor in connection with the defense of that Claim. If Indemnitor does not assume full control over the defense of a Claim subject to such defense as provided in this Section, Indemnitor may participate in such defense, at its expense, and the Indemnitee shall have the right to defend the Claim in such manner as it may deem appropriate, at the expense of Indemnitor.

- (iv) For purposes of this paragraph (c), ADEPTIA shall be obligated to cause its respective Indemnitees to comply with the terms of this paragraph (c).

(d) Limitation on Indemnification; Duty to Mitigate. Any Indemnitor's indemnification obligations under this Agreement will be reduced to the extent that an Indemnitee is held to have been contributorily negligent or otherwise at fault. Any claim or action under this Section 21 must be brought within twelve months after the cause of action first arises. Each party shall have a duty to mitigate damages incurred by each such party for which the other party is or may be responsible.

17. Independent Parties.

ADEPTIA and Licensee are independent parties and ADEPTIA (together with its shareholders, directors, employees, agents and other personnel) will be considered, for all purposes, an independent contractor. Nothing in this Agreement will be construed to make ADEPTIA (or any of its shareholders, directors, employees and agents and other personnel) an agent, employee, joint venturer, partner or legal representative of Licensee.

18. Remedies Not Exclusive.

Except where expressly stated otherwise in this Agreement: (a) any enumeration of ADEPTIA's rights and remedies set forth in this Agreement is not intended to be exhaustive; (b) ADEPTIA's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy; (c) all of ADEPTIA's rights and remedies are cumulative and are in addition to any other right or remedy stated in this Agreement, any other agreement between the Parties or which may now or subsequently exist at law or in equity, by statute or otherwise.

19. Severability.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, but if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable, then the remaining provisions of this Agreement remain in full force.

20. Entire Agreement.

This Agreement, including all Exhibits, constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous oral and written communications, negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There is no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

21. Headings.

The descriptive headings of the Sections and paragraphs of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

22. Amendments.

The Parties may amend this Agreement only by a written agreement of the Parties specifically identified as an amendment to this Agreement.

23. Notices.

(a) Requirement of a Writing; Permitted Methods of Delivery. Each party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), facsimile or e-mail.

(b) Addressees and Addresses. Any party giving a notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed on the signature page of this Agreement or to another Addressee or another address as designated by a party in a Notice pursuant to this Section.

(c) Effectiveness of Notice. Except as provided elsewhere in this Agreement, a Notice is effective only if the party giving the Notice has complied with paragraphs (a) and (b) and if the Addressee has received the Notice.

24. Waivers.

(a) No Oral Waivers. The Parties may waive any provision in this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced.

(b) Effect of Failure, Delay or Course of Dealing. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy or condition.

(c) Each Waiver for a Specific Purpose. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

25. Successors and Assigns.

ADEPTIA may assign this Agreement, either in whole or part, without the express prior written consent of the Licensee. This Agreement shall be binding upon the Parties' respective successors and permitted assigns.

26. Third Party Beneficiaries.

Except where expressly stated otherwise in this Agreement, this Agreement does not and is not intended to confer any rights or remedies onto any party other than the Parties to this Agreement.

27. Counterparts.

The Parties may execute this Agreement in multiple counterparts, all of which, collectively, shall constitute one agreement. The Parties may transmit signatures by facsimile or electronically.

28. Attorneys' Fees.

If ADEPTIA turns over to an attorney the collection of any amount due under this Agreement, then Licensee shall pay to ADEPTIA all of ADEPTIA's expenses and reasonable attorneys' fees and disbursements related to the collection. Subject to the previous sentence, in all other events, the prevailing party in any action arising under this Agreement will be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

29. Governing Law.

The laws of the State of Illinois (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement.

30. Forum Selection.

(a) Designation of Forum. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the Northern District of Illinois or in any court in the State of Illinois sitting in the City of Chicago.

(b) Submission to Jurisdiction. Each party to this Agreement expressly submits to the nonexclusive jurisdiction of:

(i) the United States District Court for the Northern District of Illinois and its appellate courts, and,

(ii) any court of the State of Illinois sitting in the City of Chicago and its appellate courts, for the purposes of all legal actions and proceedings arising out of or relating to this Agreement.

(c) Each party hereby waives any right it may have to contest the jurisdiction or convenience of the for a specified above.

31. ADEPTIA may disclose the Licensee's name, the general nature of the engagement and date for the purposes of marketing, advertising, and publicizing its services. ADEPTIA reserves the

right to use the Licensee's name and logo on its website, and Licensee authorizes and agrees that ADEPTIA may use such information for promotional purposes.

32. WAIVER OF JURY TRIAL.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL, OR THAT IT HAD THE ABILITY TO SO CONSULT, BUT MADE AN INFORMED DECISION NOT TO DO SO.

The Parties are signing this Agreement as of the date stated in the introductory paragraph.

ADEPTIA:

By: _____

Position: _____

LICENSEE:

(Licensee Name)

By: _____

Authorized Agent: _____

EXHIBIT A

ADEPTIA Products

PRODUCT: ADEPTIA XXXXXXXXX

OPTIONAL COMPONENTS:

TERM OF LICENSE: [**DESCRIBE XXXX**] License

NUMBER OF SERVERS/CPU CORES:

Production Environment = 1 Server Instance (2 Cores each)

Non-Production Environment = 1 Server Instance (2 Cores each)

NUMBER OF USERS: Developer Users: 2 included. Additional = XX
 Business Users: 10 included. Additional = YY
 Total Number of Developer/Business Users: 15

PLATFORM: _____Operating System: Linux Server_____

DESIGNATED SITE/LOCATION:

EXHIBIT B

ADEPTIA TECHNICAL SUPPORT LEVELS:

	GOLD LEVEL	DIAMOND LEVEL
Hours	9am – 5pm CDT	24 x 7
Communication Channels	Email & Phone	Email & Phone
Assigned Adeptia Contact	None	Yes
Customer Contact	One	Two
Additional Contact	\$2,500	\$2,500
Prof. Services Discount	None	10%
Product Upgrades	Included	Included
SLA – Production System Down	3 Hours/Next Day	1 Hour/2 Hours
SLA – Production System Impacted	4 Hours/Next Day	2 Hours/4 Hours
SLA – Technical Query or Problem	8 Hours/Next Day	2 Hours/Next Day
SLA – Product Questions	16 Hours/2 Days	8 Hours/Next Day
SLA – Enhancement Request	24 Hours/3 Days	8 Hours/Next Day

TERMS OF USE: Technical Support may be terminated by either party at the end of the term upon thirty (30) days prior written notice. In addition, ADEPTIA may discontinue Technical Support for any subsequently superseded versions of ADEPTIA Products, upon ninety (90) days prior written notice to Licensee. ADEPTIA may also discontinue Technical Support upon ninety (90) days prior written notice to Licensee if ADEPTIA Products are dependent on software or hardware components, including operating systems, which are no longer supported by their developer or manufacturer. If Licensee terminates or declines to renew Technical Support for ADEPTIA Products, then subsequently elects to renew Technical Support (depending on the License Term, specified above), Licensee shall pay ADEPTIA the then-applicable fees for the total period of non-support as well as the twelve (12) month renewal term.

EXHIBIT C

CLOUD HOSTING SERVICE LEVEL AGREEMENT

DESCRIPTION OF SERVICES.

ADEPTIA is committed to providing the following services to Licensee as part of this agreement:

- (i) Application Hosting in the Cloud – this is the hosting, monitoring and maintenance of the technology environment that houses the servers used to run the ADEPTIA application instances deployed for Licensee. This environment will be in an AMAZON ELASTIC COMPUTE CLOUD (EC2) data center.
- (ii) Application Support – technical support via phone and email to respond to any critical and non-critical issues as they may be encountered.

SERVICE LEVELS.

Application Availability

ADEPTIA assures Licensee of a ninety seven and a half percent (97.5%) monthly average scheduled availability of ADEPTIA application. ADEPTIA application availability is defined as the ability to access the application through a web browser. Application downtime exists when Licensee users are unable to log into the ADEPTIA application.

Application downtime does not include:

- (i) Service downtime incurred by Server Hardware or Network failure;
- (ii) Planned outages or scheduled maintenance events;
- (iii) Service failure at the Amazon EC2 Cloud environment affecting all their customers; or,
- (iv) Degradation of service due to high packet loss or similar conditions which may be indicative of the Internet as a whole or those resulting as a consequence of malicious activity not reasonably foreseeable by ADEPTIA.

Monitoring and Response

To verify that the ADEPTIA application is up and available for users, ADEPTIA will set up monitoring services for all three Production, Staging and Development environments. ADEPTIA

will monitor, on a 24-hour basis, each of the following: (i) TCP (HTTPS, HTTP, etc.) and Database ports per server for service availability, (ii) server ping every ten (10) minutes for general server availability, (iii) status events on servers and network devices, including network availability, process status, file system capacity and backup status, (iv) core operating system and application log files for critical/warning events, (v) key performance metrics for a server's operating system, CPU utilization and memory usage.

Automated alerts will be set up to be sent in case of actual or impending failure. ADEPTIA team will respond with corrective actions as per the response times below to address any problems to ensure maximum application uptime. The performance information will also be reviewed quarterly for capacity planning.

Data Backup and Recovery

Data backups will be done both onsite and offsite to ensure maximum redundancy. Amazon provides S3 storage which utilizes RAID storage devices to protect against disk drive failure. Data backups will be done periodically based on a schedule agreed with Licensee, for both onsite and offsite storage. These backups will be for application data and all data flow configurations that have been implemented. ADEPTIA shall initiate restoration of backed-up data stored onsite, within 2 hours of Licensee making a request via technical support or if a need to do so is determined by the ADEPTIA team. Similarly, ADEPTIA shall initiate restoration of backed-up data stored offsite, within 6 hours of Licensee making a request via technical support or if a need to do so is determined by the ADEPTIA team.

Scheduled Maintenance

ADEPTIA will schedule routine maintenance downtimes during which the ADEPTIA application will not be available. To minimize disruption to customers, these maintenance downtimes will be planned for weekends and will be announced to Licensee at least a week in advance.

To maximize optimal performance and security of the servers and network equipment, ADEPTIA will perform routine maintenance tasks such as installing service packs or patches on the servers and network equipment on a regular basis, possibly requiring servers and/or network devices to be removed from service. ADEPTIA will also perform application maintenance for application enhancements, issue fixes or performance optimizations impacting application or database availability. Service disruption due to scheduled maintenance shall not exceed 6 hours at any one time and shall not occur more frequently than once per month, except for circumstances not reasonably foreseeable.

The application unavailability during these routine maintenance intervals will not be included in the calculations of downtime for purposes of application uptime. ADEPTIA shall notify Licensee of any planned changes to the network facilities that affect the services provided by ADEPTIA.

Technical Support

In the event of an emergency technical support issue, ADEPTIA Support Desk is available via local Illinois telephone number or email at the contact information set forth below.

For technical support purposes, “Critical Issues” are defined as any one of the following situations:

1. Production servers are severely impacted or completely shut down;
2. ADEPTIA application is not accessible;
3. Users cannot see the login page or are unable to login;
4. None of the application functionality is functional; or,
5. Key application features are not functional for all or specific users.

“Non-Critical Issues” are indicated by the following conditions:

1. Production system is functioning with periodic interruptions;
2. Some application features are not functional for all or specific users;
3. Degraded Server performance;
4. New feature or enhancement request; or,
5. Request for any type of reports.

Critical Issue Response and Resolution

The support response to Critical Issue technical support requests made during business hours will be from 15 minutes to 2 hours of the when ADEPTIA Support Desk receives notice. Business hours are from 9:00 AM Central Time to 6:00 PM Central Time. If notice was received after business hours, response time will be from 30 minutes to 4 hours. The eventual length of ADEPTIA’S response time and resolution time will depend on the complexity of the issue and the technical support request volume. Highest priority is given to Licensee inquiries related to a server’s unavailability or any other critical issues set forth above.

Non-Critical Issue Response and Resolution

The support response to Non-Critical technical support requests will be within 2 hours if the request is submitted during business hours set forth above. If notice was received after business hours, response time will be within 4 hours of the start of the next business day’s business hours. The eventual length of ADEPTIA’S response time and resolution time will depend on the complexity of the issue and the technical support request volume.

Support Escalation Process

In the event that Licensee believes escalation of an issue is required, the following contacts should be engaged in order in which they appear below:

Support Desk:

Phone: 312-229-1727 x116

Email: support@adeptia.com

Krishna Kumar

Director of Solutions Delivery

Phone: 312-229-1727 x115 (Office); 312-545-8547 (Cell)

Email: krishna.kumar@adeptia.com

Deepak Singh

CTO

Phone: 312-229-1727 x113 (Office); 847-420-5122 (Cell)

Email: deepak.singh@adeptia.com

TERMS OF USE: Cloud Hosting may be terminated by either party at the end of the term upon thirty (30) days prior written notice. In addition, ADEPTIA may discontinue Cloud Hosting for any subsequently superseded versions of ADEPTIA Products, upon ninety (90) days prior written notice to Licensee. ADEPTIA may also discontinue Cloud Hosting upon ninety (90) days prior written notice to Licensee if ADEPTIA Products are dependent on software or hardware components, including operating systems, which are no longer supported by their developer or manufacturer. If Licensee terminates or declines to renew Cloud Hosting for ADEPTIA Products, then subsequently elects to renew Cloud Hosting (depending on the License Term, specified above), Licensee shall pay ADEPTIA the then-applicable fees for the total period of non-hosting as well as the twelve (12) month renewal term.

EXHIBIT D
(Work Statement)